



Pennsylvania Electric Company
1001 Broad Street
Johnstown Pennsylvania 15907
814 536-6611

11733

RECORDATION NO. Filed 1425

APR 29 1980 - 9 20 AM

INTERSTATE COMMERCE COMMISSION

April 25, 1980

RECORDATION NO. Filed 1425

APR 29 1980 - 9 20 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, DC 20423

Attention: Secretary

Dear Sir:

No.

Date APR 29 1980

Fee \$

340.00

ICC Washington, D. C.

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document:

Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 and the 30 Supplemental Indentures thereto listed on Schedule A attached hereto

Mortgagor:

Pennsylvania Electric Company
1001 Broad Street
Johnstown, PA 15907

Mortgagee:

Bankers Trust Company, Trustee
16 Wall Street
New York, NY 10015


Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 43% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Metropolitan Edison Company (which owns a 20% interest) and Jersey Central Power & Light Company (which owns a 37% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Pennsylvania Electric Company at the date of said Indenture of Mortgage and Deed of Trust or thereafter acquired by it.

April 25, 1980

Also enclosed is a check in the amount of \$340.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Sincerely yours,



J. A. Poole
Vice President,
Technical

Encls.

11733-BB
RECORDATION NO. Filed 1425
APR 23 1980 -9 20 AM
INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Cambria, do certify as follows: (1) I have examined the attached conformed copy of the Supplemental Indenture dated as of *December 1, 1977* to Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 between Pennsylvania Electric Company and Bankers Trust Company, Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 25th day of April, 1980.

Georgiann Kovach
Notary Public
GEORGIANN KOVACH, Notary Public
Johnstown, Cambria County, Pa.
My Commission Expires June 29, 1981

-(SEAL)

RECORDATION NO. 11733-BB
Filed 1425

APR 29 1980 - 9 20 AM

[Conformed Copy with Recording Data] INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA ELECTRIC COMPANY
AND
BANKERS TRUST COMPANY,
Trustee

Supplemental Indenture

(First Mortgage Bonds, 6 $\frac{1}{8}$ % Series B due December 1, 2007)

Dated as of December 1, 1977

TABLE OF CONTENTS

| | <u>Page</u> |
|--------------------------------------|-------------|
| Parties | 1 |
| Recitals | 1 |
| Form of bond of the New Series | 2 |
| Recitals | 8 |
| Granting clauses | 9 |
| Excepted property | 12 |
| Habendum | 13 |
| Subject clause | 13 |
| Grant in trust | 13 |

ARTICLE I

NEW SERIES BONDS

| | | |
|-----------|---|----|
| SEC. 1.01 | Designation of Bonds of the New Series | 13 |
| SEC. 1.02 | Dating of Bonds of the New Series; date from which bear interest | 14 |
| SEC. 1.03 | Maturity; payment of principal and interest; interest rate | 14 |
| SEC. 1.04 | Redemption of Bonds of the New Series | 14 |
| SEC. 1.05 | Denominations, exchangeability, and form, of Bonds of the New Series | 17 |
| SEC. 1.06 | Limitations on Transfer | 17 |
| SEC. 1.07 | No Charge for Exchange or Transfer | 18 |
| SEC. 1.08 | Notice of Credit, Payment or Satisfaction of Bonds of the New Series | 18 |

ARTICLE II

MISCELLANEOUS

| | | |
|-----------|---|----|
| SEC. 2.01 | Covenants of the Company | 18 |
| SEC. 2.02 | Further Covenants of the Company | 19 |
| SEC. 2.03 | Table of contents and titles of Articles not part | 20 |
| SEC. 2.04 | Original Indenture confirmed as amended and supple- mented | 20 |
| SEC. 2.05 | Execution in counterparts | 20 |
| | Names and addresses of debtor and secured party | 20 |
| | Testimonium | 20 |
| | Signatures and seals | 20 |
| | Acknowledgments | 22 |
| | Certificate of Residence | 24 |

SUPPLEMENTAL INDENTURE, dated as of December 1, 1977, for convenience of reference, and effective from the time of the execution and delivery hereof, made and entered into by and between PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York (hereinafter sometimes called the "Trustee"), as Trustee under the Mortgage and Deed of Trust hereinafter referred to, party of the second part.

WHEREAS, the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (hereinafter called the "Original Indenture"), dated as of the first day of January, 1942, to the Trustee, to secure the First Mortgage Bonds of the Company, unlimited in aggregate principal amount and issuable in series, from time to time, in the manner and subject to the conditions set forth in the Mortgage (as hereinafter defined) and by said Original Indenture granted and conveyed unto the Trustee, upon the trusts, uses and purposes specifically therein set forth, certain real estate, franchises and other property therein described, including property acquired after the date thereof, except as therein otherwise provided; and

WHEREAS, indentures supplemental to and amendatory of the Original Indenture have been executed and delivered by the Company and the Trustee, namely, Supplemental Indentures dated March 7, 1942, April 28, 1943, August 20, 1943, August 30, 1943, August 31, 1943, April 26, 1944, April 19, 1945, October 25, 1945, as of June 1, 1946, as of November 1, 1949, as of October 1, 1951, as of August 1, 1952, as of June 1, 1953, as of March 1, 1954, as of April 30, 1956, as of May 1, 1956, as of March 1, 1958, as of August 1, 1959, as of May 1, 1960, as of May 1, 1961, October 1, 1964, November 1, 1966, as of June 1, 1967, as of August 1, 1968, as of May 1, 1969, as of April 1, 1970, as of December 1, 1971, as of July 1, 1973, as of June 1, 1974, as of December 1, 1974, as of August 1, 1975, as of December 1, 1975, as of April 1, 1976, as of June 1, 1976, as of July 1, 1976, as of November 1, 1976 and as of November 30, 1977, respectively and the Original Indenture as supplemented and amended by said Supplemental Indentures and by this Supplemental Indenture is hereinafter referred to as the Mortgage; and

WHEREAS, the Original Indenture and certain of said Supplemental Indentures have been duly recorded in mortgage books in the respective

Offices of the Recorders of Deeds in and for the Counties of Pennsylvania in which this Supplemental Indenture is to be recorded, and in the mortgage records of Garrett County, Maryland; and

WHEREAS, the Mortgage provides for the issuance of bonds thereunder in one or more series, the form of each series of bonds and of the coupons to be attached to the coupon bonds, if any, of each series to be substantially in the forms set forth therein with such omissions, variations and insertions as are authorized or permitted by the Mortgage and determined and specified by the Board of Directors of the Company; and

WHEREAS, the Company has entered into a Pollution Control Facilities Agreement dated as of December 1, 1977 with the Dauphin County Industrial Development Authority, a public instrumentality of the Commonwealth of Pennsylvania and a public body corporate and politic organized under the Pennsylvania Industrial and Commercial Development Authority Law, pursuant to which the proceeds of the issuance by such Authority of its "Pollution Control Revenue Bonds, 1977 Series A (Pennsylvania Electric Company Three Mile Island Project)" (hereinafter sometimes referred to as "Pollution Control Bonds") issued under the Authority's related Trust Indenture dated as of December 1, 1977 to Manufacturers Hanover Trust Company, as Trustee (hereinafter sometimes referred to as the "Trust Indenture") are to be used to finance certain pollution control facilities (hereinafter sometimes referred to as the "Project Facilities") at the Three Mile Island Generating Station in Dauphin County, Pennsylvania; and

WHEREAS, to satisfy obligations to pay the purchase price for the Company's portion of said pollution control facilities, the Company by appropriate corporate action in conformity with the terms of the Mortgage has duly determined to create a series of bonds, which shall be designated as "First Mortgage Bonds, 6 $\frac{1}{8}$ % Series B due December 1, 2007" (hereinafter sometimes referred to as the "New Series Bonds" or the "bonds of the New Series" or the "December 1, 2007 Series B Bonds"), which said bonds of the New Series are to be substantially in the following form:

[FORM OF FACE OF NEW SERIES BONDS]

This bond is transferable only as provided in Dauphin County Industrial Development Authority's Trust Indenture dated as of December 1, 1977 to Manufacturers Hanover Trust Company, as Trustee.

PENNSYLVANIA ELECTRIC COMPANY

First Mortgage Bond
 6 $\frac{1}{8}$ % Series B due December 1, 2007

No.

\$.....

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to Manufacturers Hanover Trust Company, as Trustee under the Trust Indenture dated as of December 1, 1977 (hereinafter referred to as the "Trust Indenture") of Dauphin County Industrial Development Authority, or registered assigns, Dollars on December 1, 2007, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest thereon semi-annually on June 1 and December 1 of each year, at the rate of six and one-eighth per centum (6 $\frac{1}{8}$ %) per annum, at said office or agency, in like coin or currency, from the first day of June or December, as the case may be, to which interest has been paid preceding the date hereof (unless the date hereof is a June 1 or December 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to June 1, 1978, in which case from December 1, 1977), until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for.

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated:

PENNSYLVANIA ELECTRIC COMPANY

By
President.

Attest:
Secretary.

[FORM OF REVERSE OF NEW SERIES BONDS]

This bond is one of an issue of bonds of the Company (hereinafter referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided and is a bond of a series known as its First Mortgage Bonds, $6\frac{1}{8}\%$ Series B due December 1, 2007 (herein sometimes referred to as "bonds of this Series"), which series is issued pursuant to the aforesaid Supplemental Indenture dated as of December 1, 1977, all bonds of all series issued and to be issued under and equally and ratably secured (except insofar as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indentures supplemental thereto, including the Supplemental Indenture dated as of December 1, 1977, called the Mortgage) dated as of January 1, 1942, executed by the Company to BANKERS TRUST COMPANY, as Trustee, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights and limitations of rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured.

The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding (determined as provided in the Mortgage) evidenced as in the Mortgage provided, or in case the rights under the Mortgage of the holders of bonds

of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of the series affected (determined as provided in the Mortgage) evidenced as in the Mortgage provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding. Any such consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such consent is made upon this bond.

No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The bonds of this Series are issuable only as fully registered bonds in denominations of \$1,000 and any multiples of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in the Borough of Manhattan, The City of New York, and in the manner and subject to the limitations provided in the Mortgage, bonds of this Series may be exchanged for a like aggregate principal amount of bonds of this Series of other authorized denominations without charge except for any tax or taxes or other governmental charges incident to such exchange.

The bonds of this Series may be redeemed, at the option of the Company, in whole at any time, or in part from time to time, prior to maturity, after November 30, 1987, upon notice, as provided in Section 8.02 of the Mortgage, mailed at least forty-five (45) and not more than ninety (90) days prior to the date fixed for redemption, unless the registered holder shall agree to accept a shorter notice, to each registered holder of such bonds

at his registered address, at the following regular redemption prices (expressed in percentages of the principal amount); together, in each case, with accrued interest to the date of redemption:

| If Redeemed During 12 Months' Period Beginning December 1 | Regular Redemption Price | If Redeemed During 12 Months' Period Beginning December 1 | Regular Redemption Price |
|--|---|--|---|
| 1987 | 103 % | 1991 | 101 % |
| 1988 | 102½ % | 1992 | 100½ % |
| 1989 | 102 % | 1993 and | |
| 1990 | 101½ % | thereafter | 100 % |

The bonds of this Series may also be redeemed at the option of the Company in whole at any time, prior to maturity, upon like notice, at 100% of the principal amount of the bonds of this Series to be redeemed, together with accrued interest to the date of redemption, if by reason of damage, destruction or condemnation, or if by reason of action of governmental or public authority or the imposition of unreasonable burdens or excessive liabilities materially adversely affecting the Three Mile Island Generating Station, the Company shall cease to own an interest in such Station or the commercial operation of such Station is permanently abandoned.

The bonds of this Series may, subject to certain limitations set forth in the Mortgage, also be redeemed in whole at any time, prior to maturity, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 9.02, 9.03, 9.04, 9.05, and 9.07 of the Mortgage in connection with the sale or condemnation of all or substantially all of the mortgaged property, if such cash is not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, at 100% of the principal amount of the bonds to be redeemed, together with accrued interest to the date of redemption.

On December 1, 2002 and on each December 1 thereafter continuing to and including December 1, 2006, \$205,000 aggregate principal amount of the bonds of this Series will be redeemed upon like notice, at a redemption price of 100% of the principal amount thereof, together with accrued interest to the date of redemption. The aggregate principal amount of bonds of this Series so required to be redeemed on each December 1 shall be reduced as provided in Subsection (e) of Section 1.04 of said Supplemental Indenture dated as of December 1, 1977.

Bonds of this Series shall be redeemed in whole whenever the Trustee shall receive a written demand from the trustee under the Trust Indenture for redemption, stating that the principal of all bonds then outstanding under the Trust Indenture has been declared to be immediately due and payable pursuant to the provisions of Section 9.02 thereof. Any such redemption of the bonds of this Series shall be at the redemption price of 100% of the principal amount of the bonds of this Series to be redeemed, together with accrued interest to the date of redemption and upon the notice and as more fully provided in Subsection (f) of Section 1.04 of said Supplemental Indenture dated as of December 1, 1977.

The Mortgage provides that any notice of such redemption may, except as otherwise provided in the Mortgage, state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are so received before such date.

The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption, and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable at maturity or upon redemption or otherwise, and shall comply with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be entitled to any lien or benefit under the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in and subject to the limitations contained in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage without charge except for any tax or taxes or other governmental charges incident to such transfer. The Company and the

Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner and holder hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer, or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

; and

WHEREAS, all acts and things prescribed by law and by the articles of incorporation and by-laws of the Company necessary to make the bonds of the New Series when executed by the Company and authenticated by the Trustee, as in the Mortgage provided, valid, binding and legal obligations of the Company, entitled in all respects to the security of the Mortgage, have been performed; and

WHEREAS, provision is made in Sections 5.11 and 17.01 of the Original Indenture for such further instruments and indentures supplemental to the Original Indenture as may be necessary or proper (a) to carry out more effectually the purposes of the Original Indenture; (b) expressly to subject to the lien of the Original Indenture any property acquired after the date of the Original Indenture and intended to be covered thereby, with the same force and effect as though included in the granting clauses thereof; (c) to set forth the terms and provisions of any series of bonds to be issued and the forms of the bonds and coupons, if any, of such series; and (d) to add such further covenants, restrictions or conditions for the protection of the mortgaged and pledged property and the holders of bonds as the Board of Directors of the Company and the Trustee shall consider to be for the protection of the holders of bonds; and

WHEREAS, the Company has acquired additional property; and it is desired to add certain further covenants, restrictions and conditions for the

protection of the mortgaged and pledged property and the holders of bonds which the Board of Directors of the Company and the Trustee consider to be for the protection of the holders of bonds; and the Company desires to issue bonds of the New Series; and the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes of carrying out the purposes of the Original Indenture, of expressly subjecting additional property to the lien of the Mortgage, of setting forth the terms and provisions of the New Series Bonds and the form of the bonds of the New Series, and of setting forth such further covenants, restrictions and conditions; and

WHEREAS, it was intended by the execution and delivery of the Original Indenture and the aforesaid Supplemental Indentures to subject to the lien of the Original Indenture, and to grant to the Trustee a security interest in, all of the property, real, personal and mixed, then owned by the Company or thereafter acquired by the Company, as and to the extent set forth therein, subject to the provisions thereof, except such property as was therein expressly excepted and excluded from the lien and operation thereof; and it is the intention of the parties hereto, by the execution and delivery of this Supplemental Indenture, to provide the Trustee with further assurances by also creating in favor of the Trustee a security interest, pursuant to the provisions of the Uniform Commercial Code, as in effect in the Commonwealth of Pennsylvania and in the State of Maryland, in such of the aforesaid property as may by law be subjected to such a security interest, except such thereof as is expressly excepted and excluded as aforesaid or herein, it being further intended that this Supplemental Indenture shall constitute both a security agreement and a financing statement under the provisions thereof; and

WHEREAS, the execution and delivery of this Supplemental Indenture have been duly authorized by the Board of Directors of the Company in accordance with law, and all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms, for the purposes herein expressed, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized;

NOW, THEREFORE, in order further to secure the payment of the principal and interest of all bonds issued and to be issued under the Original Indenture and any indenture supplemental thereto, including this Supplemental Indenture, according to their tenor, purport and effect and the per-

formance and observance of all the covenants and conditions in said bonds and the Original Indenture and indentures supplemental thereto, including this Supplemental Indenture contained, and for and in consideration of the premises and of the sum of One Dollar (\$1.00), lawful money of the United States of America, to the Company duly paid by the Trustee at or before the ensembling and delivery hereof, and other valuable consideration, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, the Company has executed and delivered this Supplemental Indenture, and hath granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and granted a security interest therein, and by these presents doth grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm, and grant a security interest therein, subject to the provisions of the Mortgage, unto Bankers Trust Company, as Trustee, and to its successors in the trust and to its and their assigns forever, all the properties of the Company described or mentioned below, that is to say:

All property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution hereof or which may be hereafter acquired by it (except such property as is in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted from the lien and operation of the Original Indenture).

The property covered by this Supplemental Indenture shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:

All the electric generating stations, station sites, stations, electric reserve generating stations, substations, substation sites, steam plants, hot water plants, hydro-electric stations, hydro-electric station sites, electric transmission lines, electric distribution systems, steam distribution systems, hot water distribution systems, regulator stations, regulator station sites, office buildings, storeroom buildings, warehouse buildings, boiler houses, plants, plant sites, service plants, coal, other mineral land mining rights and privileges, coal storage yards, pole yards, electric works, power houses, generators, turbines, boilers, engines, furnaces, dynamos, buildings, structures, transformers, meters, towers, poles, tower lines, cables, pole lines, tanks, storage holders, regulators, pipes, pipe lines, mains, pipe fittings, valves, drips, connections, tunnels, conduits, gates, motors, wires, switch racks,

switches, brackets, insulators, and all equipment, improvements, machinery, appliances, devices, appurtenances, supplies and miscellaneous property for generating, producing, transforming, converting, storing and distributing electric energy, steam and hot water, together with all furniture and fixtures located in the aforesaid buildings, and all land on which the same or any part thereof are situated;

And all of the real estate, leases, leaseholds (except the last day of the term of each lease and leasehold), and lands owned by the Company, including land located on or adjacent to any river, stream or other water, together with all flowage rights, flooding rights, water rights, riparian rights, dams and dam sites and rights, flumes, canals, races, raceways, head works and diversion works;

And all of the municipal and other franchises, licenses, consents, ordinances, permits, privileges, rights, servitudes, easements and rights-of-way and other rights in or relating to real estate or the occupancy of the same, owned by the Company;

And all of the other property, real, personal or mixed, owned by the Company, forming a part of any of the foregoing property or used or enjoyed or capable of being used or enjoyed in connection therewith or in anywise appertaining thereto, whether developed or undeveloped, or partially developed, or whether now equipped and operating or not and wherever situated, and all of the Company's right, title and interest in and to the land on which the same or any part thereof are situated or adjacent thereto;

And all rights for or relating to the construction, maintenance or operation of any of the foregoing property through, over, under or upon any public streets or highways or other lands, public or private;

And (except as in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) all the right, title and interest of the Company presently held or hereafter acquired in and to all other property of any of the foregoing kinds or any other kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described;

And all the items of the kinds hereinabove mentioned including those thereof now owned by the Company and those thereof hereafter acquired by the Company.

Also all other land and the buildings and improvements thereon erected hereafter acquired;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder or remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, rights, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that all the property, rights, and franchises hereafter acquired by the Company (except any in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) shall (subject to the provisions of Section 9.01 of the Original Indenture), to the extent permitted by law, be as fully embraced within this Supplemental Indenture as if such property, rights and franchises were now owned by the Company and/or specifically described herein and conveyed hereby;

PROVIDED THAT, in addition to the reservations and exceptions herein elsewhere contained, any property hereinbefore mentioned which has been released by the Trustee from the lien of the Mortgage or disposed of by the Company in accordance with the provisions of the Mortgage prior to the date of the execution and delivery of this Supplemental Indenture, and the following, are not and are not intended to be granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder or to have a security interest created therein, and are hereby expressly excepted from this Supplemental Indenture and from the lien and operation of the Mortgage, viz.: (1) cash and shares of stock and certificates or evidence of interest therein and obligations (including bonds, notes and other securities) not in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, specifically pledged or covenanted so to be or deposited or delivered hereunder or under any other supplemental indenture; (2) any goods, wares, merchandise, equipment, materials or supplies held or acquired for the purpose of sale or resale in the usual course of business or for consumption in the operation of any properties of the Company, and automobiles and trucks; and (3) all judgments, contracts, accounts and choses in action, the pro-

ceeds of which the Company is not obligated as in the Original Indenture provided to deposit with the Trustee hereunder; provided, however, that the property and rights expressly excepted from this Supplemental Indenture in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted, in the event that the Trustee or a receiver or trustee shall take possession of the mortgaged and pledged property in the manner provided in Article X of the Original Indenture, by reason of the occurrence of a completed default, as defined in said Article X of the Original Indenture;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed, or in which a security interest has been granted, by the Company as aforesaid, or intended so to be, unto the Trustee and its successors in the trust created in the Original Indenture and its and their assigns forever;

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, servitudes, franchises and contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the properties mentioned above; and subject also to such servitudes, easements, rights and privileges in, over, on, and/or through said properties as have been granted to other persons prior to the date of the execution and delivery of this Supplemental Indenture; and subject also to encumbrances of the character in the Original Indenture defined as "excepted encumbrances" insofar as the same may attach to any of the property embraced herein;

IN TRUST NEVERTHELESS upon the terms, trusts, uses and purposes specifically set forth in the Mortgage;

AND IT IS HEREBY FURTHER COVENANTED AND AGREED, and the Company and the Trustee have mutually agreed, in consideration of the premises, as follows:

ARTICLE I.

NEW SERIES BONDS.

SECTION 1.01 The bonds of the New Series shall be designated as is hereinabove specified for such designation, in the recital immediately preceding the form of the bonds of the New Series.

SECTION 1.02 Each bond of the New Series shall be dated the date of its authentication, and shall bear interest from the first day of June or December, as the case may be, to which interest has been paid preceding the date thereof, unless such date is a June 1 or December 1 to which interest has been paid, in which case it shall bear interest from such date, or unless such date is prior to June 1, 1978, in which case it shall bear interest from December 1, 1977.

SECTION 1.03 Unless previously redeemed pursuant to the provisions hereof and of the Mortgage, each bond of the New Series shall be payable on December 1, 2007, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and shall bear interest, payable in like coin or currency, at the rate per annum and from the respective dates specified in the form of the bonds of the New Series hereinbefore set forth in the recitals hereof, payable semi-annually on June 1 and December 1 of each year until maturity, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for. Principal of and interest on the bonds of the New Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

SECTION 1.04 (a) Bonds of the New Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, after November 30, 1987, upon notice, as provided in Section 8.02 of the Original Indenture, mailed at least forty-five (45) and not more than ninety (90) days prior to the date fixed for redemption unless the registered holder shall agree to accept a shorter notice, to each registered holder of such bonds at his registered address, at the redemption price set forth under "Regular Redemption Price" in the table in the form of bond of the New Series set forth in the recitals hereof, together, in each case, with accrued interest to the date of redemption.

(b) Bonds of the New Series shall also be redeemable at the option of the Company in whole at any time, prior to maturity, upon like notice, at 100% of the principal amount of the bonds of the New Series to be redeemed, together with accrued interest to the date of redemption, if by reason of damage, destruction or condemnation, or if by reason of action of governmental or public authority or the imposition of unreasonable burdens or excessive liabilities materially adversely affecting the Three Mile

Island Generating Station, the Company shall cease to own an interest in such Station or the commercial operation of such Station is permanently abandoned. Any such redemption shall be on any date within six months from the time the Company shall so cease to own an interest in such Station, or commercial operation of such Station is permanently abandoned.

(c) Bonds of the New Series shall also be redeemable (either at the option of the Company or pursuant to the requirements of the Mortgage) in whole at any time, prior to maturity, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage in connection with the sale or condemnation of all or substantially all of the mortgaged property, if such cash is not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, at 100% of the principal amounts of the bonds of the New Series to be redeemed, together with accrued interest to the date of redemption.

(d) If at the time of the mailing of any such notice of redemption pursuant to subsection (a), (b) or (c) of this Section 1.04, the Company shall not have irrevocably directed the Trustee to apply funds deposited with the Trustee, or held by it available to be used, for the redemption of such bonds, to redeem all of such bonds called for redemption, including accrued interest to the date fixed for redemption, such notice may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are so received before such date.

(e) The Company covenants that at least one day before December 1 of each year (the "Sinking Fund Redemption Date") beginning with the year 2002, it will pay to the Trustee in trust, as and for a mandatory sinking fund (the "Mandatory Sinking Fund") for the redemption of New Series Bonds on the next succeeding Sinking Fund Redemption Date, an amount in cash as shown in the following table (the "Mandatory Sinking Fund Payment") sufficient in each instance to redeem a like principal amount of the New Series Bonds (the "Redeemable Bonds") at a redemption price of 100% of the principal amount thereof, together with accrued interest to such Sinking Fund Redemption Date:

| <u>Year</u> | <u>Amount</u> | <u>Year</u> | <u>Amount</u> |
|-------------|---------------|-------------|---------------|
| 2002 | \$205,000 | 2005 | \$205,000 |
| 2003 | \$205,000 | 2006 | \$205,000 |
| 2004 | \$205,000 | | |

provided, however, that the Redeemable Bonds may, at the option of the Company, and as specified by it in an Officers' Certificate delivered to the Trustee at least 60 days prior to any Sinking Fund Redemption Date (or such later date as shall be satisfactory to the Trustee) (the "Request Date"), be reduced and satisfied by the aggregate principal amount of any Pollution Control Bonds which are used as a credit under Section 5.03 of the Trust Indenture.

The Officers' Certificate referred to above shall (i) specify (x) the amount of the Mandatory Sinking Fund Payment, (y) the principal amount of such Pollution Control Bonds made the basis for a reduction of the Redeemable Bonds pursuant to the preceding paragraph of this subsection (e) and (z) the principal amount of New Series Bonds to be redeemed through operation of the Mandatory Sinking Fund on such Sinking Fund Redemption Date and the accrued interest thereon, and (ii) state that the aforesaid Pollution Control Bonds or portions thereof made the basis for such reduction have not theretofore been made the basis for a reduction of the Redeemable Bonds.

This subsection (e) shall not require the Company to make any Mandatory Sinking Fund Payment in excess of the principal amount of New Series Bonds then outstanding plus accrued interest thereon to the next following Sinking Fund Redemption Date.

Notice with respect to any sinking fund redemption shall be given as provided in subsection (a) of this Section 1.04.

(f) Bonds of the New Series shall be redeemed in whole whenever the Trustee shall receive a written demand (hereinafter called "Redemption Demand") from the trustee under the Trust Indenture for redemption, stating that the principal of all bonds then outstanding under the Trust Indenture has been declared to be immediately due and payable pursuant to the provisions of Section 9.02 thereof. The Trustee shall within 10 days of receiving the Redemption Demand deliver a copy to the Company stamped or otherwise marked to show the date of receipt by the Trustee. The Company shall fix a redemption date and shall mail to the Trustee notice of such date at least 30 days prior to the date so selected. Such redemption date may be any day not more than 180 days after the receipt of the Redemption Demand by the Trustee. If the Trustee does not receive notice of such date by the Company within 150 days after the Redemption Demand was received by the Trustee, then the redemption date shall be the 180th day after such receipt. The Trustee shall mail notice of the redemption

date (hereinafter called the "Redemption Notice") to the trustee under the Trust Indenture not more than 10 nor less than 5 days prior to the date fixed for redemption. The Trustee shall not mail any Redemption Notice (and no such redemption shall be made) if the Trustee receives a written cancellation of the Redemption Demand from the trustee under the Trust Indenture prior to the mailing of the Redemption Notice. Notwithstanding the provisions of Section 8.02 of the Original Indenture, each holder of bonds of the New Series by the acceptance of such bonds waives the right to receive 30 days notice of any redemption pursuant to this subsection (f). Any such redemption of the bonds of the New Series shall be at the redemption price of 100% of the principal amount of the bonds of the New Series to be redeemed, together with accrued interest to the date fixed for redemption.

(g) Any notice of redemption pursuant to subsection (f) of this Section 1.04 shall not be conditioned upon receipt of the redemption monies by the Trustee before the date fixed for redemption.

(h) For the purposes of subsection (f) of this Section 1.04, a demand from the trustee under the Trust Indenture or a cancellation of such demand shall be executed on behalf of such trustee by its President or a Vice President or a trust officer and shall be deemed received by the Trustee when delivered at its corporate trust office in the Borough of Manhattan, The City of New York. The Trustee may conclusively rely as to the truth of the statements contained therein, upon any such demand or cancellation.

SECTION 1.05 Bonds of the New Series shall be issuable only as fully registered bonds in denominations of \$1,000 and any multiples of \$1,000 authorized by the Board of Directors of the Company. Bonds of the New Series shall be exchangeable at the option of the holders thereof, in like aggregate principal amounts, for bonds of the New Series of other authorized denominations. Bonds of the New Series shall be substantially in the form thereof hereinbefore recited.

SECTION 1.06 The last sentence of Section 2.03 of the Original Indenture shall not apply to bonds of the New Series. In case less than all of the bonds of the New Series at the time outstanding are called for redemption, the Company shall not be required to transfer or exchange any bonds of the New Series for a period of 10 days before the mailing of a notice of redemption of bonds of the New Series selected for redemption, to transfer or exchange any bond of the New Series called for redemption in its en-

tirety or to transfer or exchange any portion of a bond of the New Series which portion has been called for redemption.

SECTION 1.07 The Company covenants and agrees that, notwithstanding Section 2.03 of the Original Indenture, it will not charge any sum for or in connection with any exchange or transfer of any bond of this Series, but may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges incident to any exchange, transfer or registration thereof.

SECTION 1.08 The Trustee agrees, and each holder of bonds of the New Series by his acceptance thereof agrees, that if it receives any notice from the trustee under the Trust Indenture of any credit, payment or satisfaction in respect of the bonds of the New Series, the Company's obligation with respect to such bonds will, to the extent of the credit, payment or satisfaction specified in such notice, be treated for all purposes under the Mortgage as having been paid and satisfied.

ARTICLE II.

MISCELLANEOUS.

SECTION 2.01 The Company covenants and agrees that, so long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the following provisions of the following aforesaid Supplemental Indentures shall be effective, and the Company will observe and perform each and all of the conditions and of its covenants and agreements therein set forth, as if the bonds of the New Series were specified therein:

(a) Section 1 of Article II of the Supplemental Indenture dated as of November 1, 1949, as amended by paragraph (a) of Section 2.01 of Article II of the Supplemental Indenture dated as of August 1, 1959.

(b) Section 2 of Article II of the Supplemental Indenture dated as of November 1, 1949.

(c) Section 1 of Article III of the Supplemental Indenture dated as of October 1, 1951.

(d) Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1953. Subsection (D) thereof as heretofore amended is hereby further amended to read as follows:

"(D) the provisions of this Section shall be effective only so long as any of the 1983 Series or of the 3 $\frac{1}{8}$ % Series due 1984 or of the 1986

Series or of the 1988 Series or of the 1989 Series or of the 1990 Series or of the 1991 Series or of the 1994 Series or of the 1996 Series or of the 1997 Series or of the 1998 Series or of the 1999 Series or of the 2000 Series or of the 2001 Series or of the 2003 Series or of the 2004 Series or of the 1975-1984 Series or of the August 1, 1984 Series or of the June 1, 2006 Series or of the July 1, 2006 Series or of the 2007 Series A or of the 2007 Series B bonds shall be outstanding, and may be waived by the holders of not less than 75% in aggregate principal amount of all bonds specifically entitled to the benefit of the covenants set forth in this Section (which need not include 75% in principal amount of the then outstanding 1983 Series or 3 $\frac{1}{8}$ % Series due 1984 or 1986 Series or 1988 Series or 1989 Series or 1990 Series or 1991 Series or 1994 Series or 1996 Series or 1997 Series or 1998 Series or 1999 Series or 2000 Series or 2001 Series or 2003 Series or 2004 Series or 1975-1984 Series or August 1, 1984 Series or June 1, 2006 Series or July 1, 2006 Series or 2007 Series A or 2007 Series B bonds or any other series of bonds specifically entitled to the benefit of such covenants), outstanding at the time of such acquisition, by a consent given in writing or given at a meeting of the holders of the 1983 Series and 3 $\frac{1}{8}$ % Series due 1984 and 1986 Series and 1988 Series and 1989 Series and 1990 Series and 1991 Series and 1994 Series and 1996 Series and 1997 Series and 1998 Series and 1999 Series and 2000 Series and 2001 Series and 2003 Series and 2004 Series and 1975-1984 Series and August 1, 1984 Series and June 1, 2006 Series and July 1, 2006 Series and 2007 Series A and 2007 Series B bonds and such other bonds, if any, held pursuant to the applicable provisions of Article XVI of the Original Indenture. Moreover, none of the provisions of subsection (B) of this Section shall be applicable to any acquisition of property ordered, approved or permitted by the Securities and Exchange Commission under the provisions of the Public Utility Holding Company Act of 1935 as then in force or by any successor regulatory body of the United States of America having jurisdiction in the premises."

(e) Section 2 of Article II of the Supplemental Indenture dated as of May 1, 1956.

SECTION 2.02 The Company covenants that, so long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the Company will not declare or pay any dividends (other than dividends payable in Common Stock or any other stock of the Company subordinate to its Preferred Stock) or make any other distribution on the Common Stock or any other stock of the Company subordinate to the Preferred Stock, or purchase or otherwise acquire for value any Common Stock or other stock of the Company subordinate to the Preferred Stock (or permit any sub-

subsidiary of the Company to make any such purchase or acquisition) if after such dividend, distribution, purchases, or acquisition the aggregate amount of such dividends, distributions, purchases and acquisitions, paid or made since December 31, 1976 exceeds the sum of (a) \$20,566,838 and (b) the aggregate amount credited to earned surplus since December 31, 1976 otherwise than with respect to any such dividends, distributions, purchases and acquisitions.

SECTION 2.03 The table of contents and the titles of the Articles of this Supplemental Indenture shall not be deemed to be any part thereof.

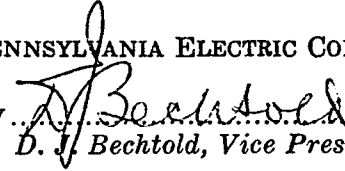
SECTION 2.04 As amended and supplemented by the aforesaid indentures supplemental thereto and by this Supplemental Indenture, the Original Indenture is in all respects ratified and confirmed and the Original Indenture and the aforesaid indentures supplemental thereto and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2.05 This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

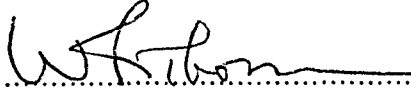
The debtor and its mailing address are Pennsylvania Electric Company, 1001 Broad Street, Johnstown, Pennsylvania 15907. The secured party and an address of the secured party from which information concerning the security interest may be obtained are Bankers Trust Company, Trustee, 16 Wall Street, New York, New York 10015.

IN WITNESS WHEREOF, on the 14th day of December, 1977, PENNSYLVANIA ELECTRIC COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and on the 14th day of December, 1977, BANKERS TRUST COMPANY, party of the second part, has caused this instrument to be signed in its name and behalf by a Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary.

PENNSYLVANIA ELECTRIC COMPANY,

By 
D. J. Bechtold, Vice President

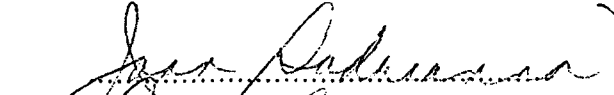
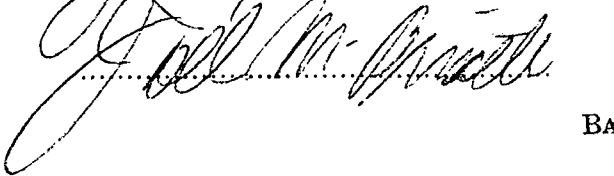
Attest:


 W. R. Thomas, Secretary

[CORPORATE SEAL]

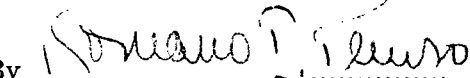


In the presence of:

BANKERS TRUST COMPANY,

By

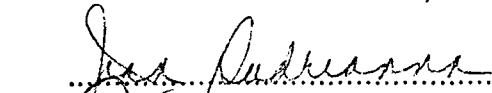
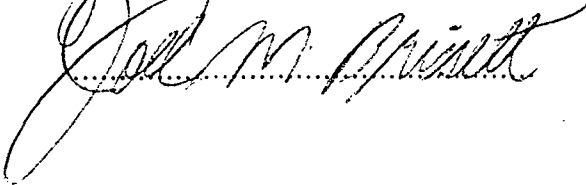

 Romano I. Peluso, Vice President

Attest:


 R. Paladino, Assistant Secretary

[CORPORATE SEAL]

In the presence of:





STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 14th day of December, 1977, before me, LORRAINE KAPUZYSKI, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared D. J. BECHTOLD, who acknowledged himself to be Vice President of Pennsylvania Electric Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]


Lorraine Kapuzyski
Notary Public, State of New York
No. 43-4639783
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1978

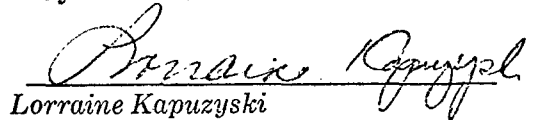
STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 14th day of December, 1977, before me, LORRAINE KAPUZYSKI, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared ROMANO I. PELUSO, who acknowledged himself to be a Vice President of Bankers Trust Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

I am not a director or officer of said Bankers Trust Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]


Lorraine Kapuzyski
Notary Public, State of New York
No. 43-4639783
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1978

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 14th day of December, in the year 1977, before me personally came D. J. BECHTOLD, to me known, who, being by me duly sworn, did depose and say that he resides in Johnstown, Pennsylvania; that he is Vice President of Pennsylvania Electric Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[NOTARIAL SEAL]

Lorraine Kapuzyski
Lorraine Kapuzyski
Notary Public, State of New York
No. 43-4639783
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1978

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 14th day of December, in the year 1977, before me personally came ROMANO I. PELUSO, to me known, who, being by me duly sworn, did depose and say that he resides in New York, New York; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order; at the same time he made oath in due form of law that the consideration stated in said instrument is true and bona fide as therein set forth, and that he is duly authorized by said corporation to execute and acknowledge said instrument and to make such oath.

I am not a director or officer of said Bankers Trust Company.

[NOTARIAL SEAL]

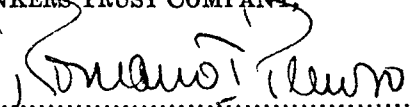
Lorraine Kapuzyski
Lorraine Kapuzyski
Notary Public, State of New York
No. 43-4639783
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1978

CERTIFICATE OF RESIDENCE

Bankers Trust Company, Mortgagee and Trustee within named, hereby certifies that its precise residence is 16 Wall Street, in the Borough of Manhattan, in The City of New York, in the State of New York.

BANKERS TRUST COMPANY

By


Romano I. Peluso, Vice President

RECORDATION DATA

Pennsylvania

| <u>County</u> | <u>Date Recorded</u> | <u>Mortgage Book</u> | <u>Page</u> |
|--------------------|----------------------|----------------------|-------------|
| Armstrong | December 19, 1977 | 268 | 25 |
| Bedford | December 16, 1977 | 121 | 676 |
| Blair | December 16, 1977 | 781 | 395 |
| Bradford | December 16, 1977 | 340 | 592 |
| Cambria | December 16, 1977 | 512 | 886 |
| Cameron | December 19, 1977 | HHH | 460 |
| Centre | December 19, 1977 | 272 | 127 |
| Clarion | December 16, 1977 | 100 | 890 |
| Clearfield | December 19, 1977 | 341 | 207 |
| Clinton | December 16, 1977 | 149 | 214 |
| Crawford | December 19, 1977 | 373 | 252 |
| Cumberland | December 16, 1977 | 634 | 558 |
| Dauphin | December 19, 1977 | G-55 | 1 |
| Elk | December 19, 1977 | 126 | 293 |
| Erie | December 19, 1977 | 1153 | 65 |
| Forest | December 19, 1977 | 31 | 391 |
| Franklin | December 16, 1977 | 367 | 659 |
| Huntingdon | December 19, 1977 | 171 | 1 |
| Indiana | December 16, 1977 | 280 | 347 |
| Jefferson | December 19, 1977 | 147 | 590 |
| Juniata | December 16, 1977 | 58 | 119 |
| Lackawanna | December 19, 1977 | 765 | 270 |
| Lycoming | December 16, 1977 | 591 | 218 |
| McKean | December 16, 1977 | 384 | 299 |
| Mifflin | December 19, 1977 | 101 | 105 |
| Perry | December 19, 1977 | 92 | 290 |
| Potter | December 16, 1977 | 100 | 844 |
| Somerset | December 19, 1977 | 248 | 676 |
| Sullivan | December 19, 1977 | 32 | 602 |
| Susquehanna | December 19, 1977 | 191 | 151 |
| Tioga | December 20, 1977 | 208 | 168 |
| Venango | December 16, 1977 | 441 | 670 |
| Warren | December 19, 1977 | 233 | 706 |
| Wayne | December 19, 1977 | 180 | 366 |
| Westmoreland | December 16, 1977 | 1511 | 134 |
| Wyoming | December 16, 1977 | 103 | 574 |

Maryland

| | | <u>Liber</u> | <u>Folio</u> |
|---------------|-------------------|--------------|--------------|
| Garrett | December 20, 1977 | R.L.D. 384 | 722 |